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Attorneys for Plaintiffs

LODGED
CLERK, U.S. DISTRICT COURT

MAY 25 2010

CENTRAL DISTRICT OF CALIFORNIA

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF LOS ANGELES
EASTERN DIVISION**

JOHN K. CIELINSKI, individually
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

WERNER ENTERPRISES, INC.
d/b/a/ C.L. WERNER, INC., and
DOES 1-10 inclusive,

Defendant.

CLASS ACTION COMPLAINT:

1. Breach of Contract; and
2. Unjust Enrichment

Plaintiff John K. Cielinski ("Plaintiff") brings this action on behalf of himself and all others similarly situated, by way of Class Action Complaint, against Defendant Werner Enterprises, Inc. d/b/a/ C.L. Werner, Inc. ("Werner" or "Defendant"), and alleges the following:

INTRODUCTION

1. Werner is one of the nation's largest freight transportation and truck hauling companies, employing thousands of truck drivers in the State of California and United States. In or about March 2009, Werner implemented an "incentive plan" which effectively deprived and reduced truck driver compensation. Under

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CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
RIVERSIDE

CV 10 - 03951

AHM MARK

1 the "incentive plan," truck drivers who are designated by Werner to provide on-
2 the-job training to its trainee drivers, could be eligible for a one cent per-mile pay
3 rate increase should a trainer's respective trainee attain a certain safety score
4 benchmark. However, should a trainee receive a safety score less than the safety
5 score benchmark, the trainer had deductions made to his/her per-mile pay rate.

6 2. Werner's "incentive plan" amounts to nothing more than a systematic
7 per-mile pay rate deduction as to all of its trainer drivers. As a result of its
8 unilaterally implemented "incentive plan," Plaintiff and the class have had their
9 per-mile pay rates systematically and uniformly decreased pursuant to the
10 "incentive plan."

11 JURISDICTION AND VENUE

12 3. The Jurisdiction is proper on the basis of diversity of citizenship,
13 pursuant to 28 U.S.C. § 1332, in that Plaintiff Representative is a citizen of the
14 State of Tennessee; and Werner is a company incorporated in Nebraska and has
15 one of its largest transportation terminals in Fontana California and employs
16 thousands of employees in the State of California, The aggregate amount of claims
17 exceeds the amount of \$5,000,000 exclusive of interest.

18 4. Venue is proper pursuant to 28 U.S.C. § 1391(a) (3), in that Defendant
19 is doing business in the State of California, County of San Bernardino.

20 PARTIES

21 5. Plaintiff John K. Cielinski ("Plaintiff") is a resident of Tennessee. At
22 all relevant times Plaintiff has been employed by Werner as a trainer driver and has
23 been subject to the per-mile pay rate deductions pursuant to Werner's "incentive
24 plan."

25 6. Defendant Werner is, and at all relevant times has been, one of the
26 nation's largest logistics and transportation companies. Upon information and
27 belief, Werner's largest transportation terminal is located in Fontana, California.
28 Werner does business in California as C.L. Werner, Inc. At all relevant times has

1 been authorized to do business in the County of San Bernardino, State of
2 California.

3 7. The true names and capacities, whether individual, corporate,
4 associate, or otherwise, of Defendant named herein as DOES 1 through 10, and
5 each of them, are unknown to Plaintiff, who therefore, sues said Defendants by
6 such fictitious names. Plaintiff will ask leave to amend this Complaint to state said
7 Defendants' true identities and capacities when the same have been ascertained.

8 8. Plaintiff is informed and believes and based thereupon alleges that
9 each of the Defendants designated herein as DOE took part in and participated with
10 Werner in all matters referred to herein and was in some manner responsible for
11 the injuries and losses suffered by Plaintiff and the class.

12 **FACTUAL BACKGROUND**

13 9. Werner is a transportation and logistics company with coverage
14 throughout the United States, Europe, Asia and Australia and is amongst the five
15 largest truckload carriers in the United States. Werner employs over 9000
16 employees, of which approximately 2000 are trainer drivers such as Plaintiff
17 himself.

18 10. Trainer drivers, such as Plaintiff, are truck drivers who are also
19 designated by Werner to train new drivers before the new drivers are assigned to
20 operate a hauling truck on their own. Thus, the new drivers operate a hauling truck
21 with the trainer drivers for a period of six weeks, which is duration of the Werner
22 training program.

23 11. In or about March 2009, Werner implemented an "incentive plan" for
24 its trainer drivers whereby trainer drivers' compensation would be tied to their
25 trainees' performances once the trainees completed the six week program and were
26 operating a hauling truck on their own. The "incentive plan" would incentivize the
27 trainer drivers by increasing their per-mile pay rate by one cent per-mile where the
28 trainee's safety score met a certain benchmark. However, when a trainee's safety

1 score falls below a certain benchmark, the trainer driver's per-mile pay rate is
2 deducted as much as three cents per-mile.

3 12. Upon implementing the "incentive plan," Werner made the plan
4 retroactive. Werner did not provide any methodology or explanation with respect
5 to per-mile increases or deductions, failed to provide their trainer drivers with
6 modified employment agreements, and failed to seek any agreements or
7 endorsements from the trainer drivers.

8 13. Plaintiff and members of the class were forced to accept the
9 "incentive plan" and its per-mile pay rate deductions. Plaintiff and the class
10 remain ignorant as to the methodology and manner in which the "incentive plan" is
11 implemented and are continuously subject to the resulting per-mile pay rate
12 deductions.

13 14. Werner's "incentive plan" amounts to nothing more than a systematic
14 method for implementing a per-mile pay rate deduction as to all of its trainer
15 drivers. As a result of its unilaterally implemented "incentive plan," Plaintiff and
16 the class have had their per-mile pay rates systematically and uniformly decreased
17 pursuant to the "incentive plan."

18 **CLASS ACTION ALLEGATIONS**

19 15. Plaintiff brings this action on their behalf and on behalf of a class of
20 all others similarly situated pursuant to Federal Rule of Civil Procedure 23.

21 16. Description of the Class: The class is defined as all truck drivers in
22 the United States that (i) were designated as trainer drivers by Werner, and (ii)
23 were subject to per-mile pay rate deductions pursuant to the "incentive plan."

24 17. Excluded from the class are governmental entities, any entity in which
25 Werner has a controlling interest, and Werner's officers, directors, affiliates, legal
26 representatives, employees, co-conspirators, successors, subsidiaries, and assigns.
27 Also excluded from the class is any judge, justice, or judicial officer presiding over
28 this matter and the members of their immediate families and judicial staff.

1 18. Numerosity: The Class is estimated to consist of thousands of
2 individual members, such that the joinder of all such persons is impracticable and
3 that the disposition of their claims in a class action rather than in individual actions
4 will benefit the parties and the Court. A great number of the class members are
5 citizens of the United States of America and residents of the State of California.
6 These potential class members are trainer drivers employed by Werner whose per-
7 mile pay rates were systematically decreased and subject to deductions pursuant to
8 the "incentive plan."

9 19. Common Questions of Fact and Law Predominate: There is a
10 commonality of questions of fact and law and a well-defined community of
11 interests which affect the class, including the following:

- 12 a. Whether Werner breached the employment agreement with the
13 trainer drivers by implementing the "incentive plan";
- 14 b. Whether Werner engaged in a systematic method of deducting
15 per-mile pay rates by setting safety score benchmarks for
16 trainees that it knew were not obtainable;
- 17 c. Whether Werner avoided paying full per-mile pay rates to its
18 trainer drivers;
- 19 d. Whether Werner has been unjustly enriched by failure to pay
20 the full per-mile pay rate due to its trainer drivers;
- 21 f. Whether Werner must pay interest on the unpaid wages earned
22 by its trainer drivers; and

23 20. Typicality: The claims of the named Plaintiff representative is typical
24 to the claims of the class as a whole. Plaintiff representative is trainer driver
25 whose per-mile pay rate was deducted and systematically decreased as a result of
26 Werner's implementation of the "incentive plan." Plaintiff representative never
27 signed, endorsed or agreed to the "incentive plan."
28

1 21. Adequacy of Representation: The named Plaintiff representative
2 provides adequate representation to the class as a whole, because the named
3 Plaintiff's claims are the same as any of the potential class members. The named
4 Plaintiff representative is a trainer driver whose per-mile pay rate was deducted
5 and systematically decreased and his claims are not in conflict with any other
6 potential class members. The named Plaintiff representative seeks to have Werner
7 pay earned wages long overdue and systematically deducted from trainer drivers.

8 22. Plaintiff has retained counsel with substantial experience in
9 prosecuting complex and class action litigation, including actions involving wage
10 and hour related issues. Plaintiff and his counsel are committed to vigorously
11 prosecuting this action on behalf of the Class, and have the financial resources to
12 do so. Neither Plaintiff nor his counsel have any interests adverse to those of the
13 Class.

14 23. Superiority of a Class Action: The questions of law or fact common
15 to the members of the class predominate over individual members' claims. The
16 core claims in this action are that Werner established a systematic methodology for
17 decreasing and deducting per-mile pay rates, which was adverse to the trainer
18 drivers as a whole, and which resulted in thousands of dollars in earned wages
19 unpaid.

20 24. Individual trials by each class member would be far inferior to class
21 treatment. Discovery of Werner's documents regarding the manner in which it
22 dealt with trainer drivers' per-mile pay rates will be relevant and critical to the
23 good faith and fair dealing claim. The per-mile pay rates, earning statements and
24 wage related policies, all affect the class as a whole and justify class treatment
25 because so many trainer drivers may not be privy to their rights.

26 25. If each individual claimant now filed a separate action, the discovery
27 requirements and expenses incurred on an individual basis would be so onerous,
28 making such an effort self-defeating on an individual basis. Individual trials raises

1 the certainty of endlessly duplicated efforts at litigating Werner's misconduct, and
2 raises the probability of inconsistent results undermining the just and equal
3 treatment of the parties.

4 26. All these reasons justify certifying this case as a class action.

5
6 **FIRST CAUSE OF ACTION**
7 **BREACH OF WRITTEN CONTRACT**
8 **(Against Werner and DOES 1-10)**

9 27. Plaintiff incorporates by reference and realleges Paragraphs 1 through
10 26, as if fully set forth herein.

11 28. Werner entered into the employment agreements with each member of
12 the trainer driver class, as hereinabove described.

13 29. The members of the class fully performed all obligations under the
14 employment agreement, including the duty to train new drivers hereinabove
15 described.

16 30. Werner breached its obligation to pay the trainer drivers their full per-
17 mile pay rates pursuant to their employment agreements. Said breach includes
18 Werner's unilateral implementation of the "incentive plan," which amounts to
19 nothing more than a mechanism to systematically deduct per-mile pay rates and
20 decrease a trainer driver's wages already earned.

21 31. As a direct and proximate cause of Werner's conduct and breach of
22 their contractual obligations, Plaintiff and class members have suffered damages,
23 including the wages earned but not received and interest from the date of breach.
24 Said sums will be determined according to proof at the time of trial, and exceeds
25 the diversity jurisdictional limit of \$5,000,000.00.

26 ///

27 ///

28 ///

///

SECOND CAUSE OF ACTION
UNJUST ENRICHMENT
(Against Werner and DOES 1-10)

32. Plaintiff incorporates by reference and realleges Paragraphs 1 through 31, as if fully set forth herein.

33. Werner actively participated in a scheme whereby it unlawfully and unfairly implemented the "incentive plan" which operated only as a per-mile pay rate reduction. Werner knew and was aware of these unlawful, unfair or deceptive business practices.

34. By wrongfully reducing the per-mile pay rates paid to its trainer drivers, Werner was unjustly enriched at the expense of plaintiff and the class.

35. Werner was aware of the benefit it was receiving as a result of its wrongful acts, and has enjoyed the benefit of its financial gains, to the detriment and the expense of plaintiff and the class.

36. Retention of the monies gained through its wrongful acts and practices would be inequitable considering the circumstances by which Werner obtained these monies.

37. Plaintiff and the class are entitled to and seek restitution from Werner and an order disgorging all profits, benefits, and other compensation obtained by Werner for their wrongful conduct.

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, pray that judgment be taken in their favor and against Defendants, as follows:

1. For compensatory damages according to proof, including the amounts of the wages earned but not paid by Werner, and interest on the unpaid benefits;
2. For interest as allowed by law;
3. For restitution for the amount of the wages earned but not paid by Werner;

- 1 4. For costs of suit incurred herein;
- 2 5. For reasonable attorneys' fees where permitted; and
- 3 6. For such other and further relief as the Court may deem just and
- 4 proper.

5
6
7 DATED: May 24, 2010

KABATECK BROWN KELLNER LLP

8
9 By: 

BRIAN S. KABATECK
JOSHUA H. HAFFNER
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a Jury Trial in this action.

DATED: May 24, 2010

KABATECK BROWN KELLNER LLP

By: 

BRIAN S. KABATECK
JOSHUA H. HAFNER

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge A. Howard Matz and the assigned discovery Magistrate Judge is Margaret A. Nagle.

The case number on all documents filed with the Court should read as follows:

CV10- 3951 AHM (MANx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:

Joshua H. Haffner, SBN: 188652
 Kabateck Brown Kellner LLP
 644 South Figueroa Street
 Los Angeles, CA 90017

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

John K. Cielinski, individually and on behalf of all
 others similarly situated,

PLAINTIFF(S)

v.

WERNER ENTERPRISES, INC. d/b/a/ C.L.
 WERNER, INC., and DOES 1-10 inclusive,

DEFENDANT(S).

CASE NUMBER

CV 10 E 03951 AHM

SUMMONS

MANX

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Joshua H. Haffner, whose address is Kabateck Brown Kellner LLP, 644 South Figueroa Street, Los Angeles, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

TERRY NAFISI

Clerk, U.S. District Court

Dated: MAY 26 2010By: [Signature]

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) John K. Cielinski, individually and on behalf of all others similarly situated		DEFENDANTS, Werner Enterprises, Inc. d/b/a/ C.L. Werner, Inc., and DOES 1-10 inclusive	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Joshua H. Haffner, Kabateck Brown Kellner LLP, 644 South Figueroa Street, Los Angeles, CA 90017 (213) 217-5000		Attorneys (If Known)	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input checked="" type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	PTF	DEF		PTF	DEF																				
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4																				
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)
☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

☒ **MONEY DEMANDED IN COMPLAINT:** \$ Exceeds 5,000,000.00

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 28 U.S.C. § 1332

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

MAY 26 2010

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Tennessee

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
San Bernardino County	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
San Bernardino County	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):  **Date** May 24, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))